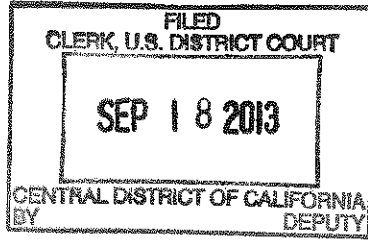


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19 *Counsel for Plaintiff and the Proposed Class*

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KERRY WELSH, on behalf of himself and
all others similarly situated,

Plaintiff,

v.

GOGO LLC,

Defendant.

CASE NO. CV 13-6899 ODW (Ex)

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Kerry Welsh (“Plaintiff”), on behalf of himself and all others
 2 similarly situated throughout the United States (the “Class,” as further defined
 3 below), by and through his undersigned attorneys, hereby complains and alleges,
 4 upon his personal knowledge and the investigation of his counsel, as follows:

5 **NATURE OF THE ACTION**

6 1. This is a proposed class action against Gogo LLC (“Gogo” or
 7 “Defendant”) for misleading consumers about recurring charges for its in-flight
 8 Internet service.

9 2. According to a recent report, thirty-eight percent of domestic flights in
 10 the United States, or 8,700 flights, now offer in-flight Internet (Wi-Fi) connectivity
 11 for travelers.¹

12 3. Gogo dominates that market, providing its in-flight Wi-Fi service on
 13 more than eighty percent of all Wi-Fi-enabled flights in North America.

14 4. Gogo recently had an initial public offering (IPO), in part to fund
 15 expansion of its in-flight Wi-Fi service to international flights. According to the
 16 New York Times, “the Gogo offering went off against the sobering reality that, so
 17 far, only a small number of passengers have been choosing to pay for [in-flight]
 18 Wi-Fi.”²

19 5. To counteract that “sobering reality,” Gogo unfairly and improperly
 20 increases its profits by misleading customers into purchasing a service that
 21

22 ¹ See Joe Sharkey, *In-Flight Wi-Fi Still Costly, but More Available*, N.Y. Times,
 23 June 24, 2013, available at <http://www.nytimes.com/2013/06/25/business/in-flight-wi-fi-still-costly-but-more-available.html>; Ben Mutzabaugh, *Routehappy unveils report card for in-flight Wi-Fi*, USA Today, June 25, 2013,
 24 <http://www.usatoday.com/story/todayinthesky/2013/06/25/routehappy-unveils-report-card-for-in-flight-wi-fi/2454565/>.

25 ² Sharkey, *In-Flight Wi-Fi Still Costly, but More Available*.

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1 automatically charges a customer's credit card or other payment source on a
2 recurring, monthly basis without notice.

3 6. Moreover, as detailed further below, Gogo presents customer account
4 information on its website in a misleading manner that does not indicate the
5 recurring charges.

6 7. In February 2011 and again in August 2011, Mr. Welsh subscribed to
7 Gogo's in-flight Wi-Fi service based on a representation that he was signing up for
8 the service for one month.

9 8. Mr. Welsh was charged for just one month in February 2011, but he
10 incurred several hundreds of dollars in monthly charges from September 2011
11 through December 2012 that he did not authorize after he purchased a one-month
12 package in August 2011. The charges to his credit card only stopped after he
13 contacted Gogo to cancel the service, even though he had not authorized a
14 recurring charge to his credit card.

15 9. Nor had Mr. Welsh received any form of monthly bill or other
16 monthly communication notifying him that he would be charged each month.

17 10. When Mr. Welsh personally contacted Gogo himself and requested a
18 refund for the service for the time periods he was charged and paid for the service
19 but did not use it, but Gogo did not provide a full refund.

20 11. According to postings on the Internet, many customers have been
21 duped into purchasing Gogo's service with a recurring charge, and attempts to
22 receive full refunds have been unsuccessful.³

23 _____
24 ³ See, e.g., Comments to iPhone J.D., *Review: Gogo Inflight Internet -- Wi-Fi on a*
25 *plane*, June 13, 2011, [http://www.iphonejd.com/iphone_jd/2011/06/review-gogo-](http://www.iphonejd.com/iphone_jd/2011/06/review-gogo-inflight-internet-wi-fi-on-a-plane.html)
26 [inflight-internet-wi-fi-on-a-plane.html](http://www.iphonejd.com/iphone_jd/2011/06/review-gogo-inflight-internet-wi-fi-on-a-plane.html) (e.g., "They will charge your credit card
27 every month, but they will not send you an email notice. Then, when you discover
the charges one your credit card statement (three months later), they will make it a
royal pain in the ass for you to cancel the service."); RipoffReport.com, *GoGo*

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1 12. Mr. Welsh brings this action, on his own behalf and on behalf of a
2 nationwide Class of Gogo customers, to seek redress for Gogo’s unfair and
3 unlawful practices described herein.

4 **THE PARTIES**

5 13. Plaintiff Kerry Welsh is a resident of Rancho Palos Verdes,
6 California. As alleged herein, Mr. Welsh incurred monetary damages as a result of
7 Gogo’s misleading description of its service charges on or around August 2011,
8 and Mr. Welsh was prevented from mitigating the damages in a timely manner as a
9 result of Gogo’s misleading description of its charges on Mr. Welsh’s account
10 webpage and the fact that Mr. Welsh received no communications from Gogo on a
11 monthly basis notifying him of the recurring charges.

12 14. Defendant Gogo LLC, known as Aircell LLC until 2011, is an
13 operating subsidiary of Gogo Inc., a public company. Gogo LLC is a Delaware
14 company based in Itasca, Illinois, with an additional office in Broomfield,
15 Colorado. Defendant provides in-flight Internet connectivity and wireless in-cabin
16 digital-entertainment services, as well as voice-communication and video
17 streaming services to travelers on various airlines. Defendant can be served via its
18 registered agent C T Corporation System, located at 208 So. LaSalle St., Suite 814,
19 Chicago, Illinois 60604. Defendant’s business address is 1250 N. Arlington
20 Heights Rd., Itasca, Illinois 60143.

21
22 *Inflight Wifi Aircell Fooled by recurring charges, no statements, and a rejected*
23 *refund request Itasca, Illinois, Nov. 28, 2012,*
24 [http://www.ripoffreport.com/r/GoGo-Inflight-Wifi/Itasca-Illinois-60143/GoGo-](http://www.ripoffreport.com/r/GoGo-Inflight-Wifi/Itasca-Illinois-60143/GoGo-Inflight-Wifi-Aircell-Fooled-by-recurring-charges-no-statements-and-a-rejected-refu-975321)
25 [Inflight-Wifi-Aircell-Fooled-by-recurring-charges-no-statements-and-a-rejected-](http://www.ripoffreport.com/r/GoGo-Inflight-Wifi/Itasca-Illinois-60143/GoGo-Inflight-Wifi-Aircell-Fooled-by-recurring-charges-no-statements-and-a-rejected-refu-975321)
26 [refu-975321](http://www.ripoffreport.com/r/GoGo-Inflight-Wifi/Itasca-Illinois-60143/GoGo-Inflight-Wifi-Aircell-Fooled-by-recurring-charges-no-statements-and-a-rejected-refu-975321) (“It took me four months before I noticed that my credit card had been
27 charged by Gogo for each of those months. I hadn’t used the service let alone
logged into the account since the first month. The worst part is that upon calling
customer service, they could confirm that I had not used the service over that time,
yet we’re unwilling to reconcile those charges for months with unused services.”).

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JURISDICTION AND VENUE

15. This Court has jurisdiction over the subject matter of this action by virtue of diversity of citizenship because Plaintiff is a citizen of California and Defendant is a citizen of Colorado, Delaware, and Illinois. Additionally, pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2) (“CAFA”), this Court has jurisdiction over all class actions where “any member of a class of plaintiffs is a citizen of a state different from any defendant and the aggregate amount in controversy exceeds \$5,000,000, exclusive of interest and costs.” Because the proposed Class Plaintiff seeks to represent includes residents from all fifty states, the Class necessarily includes citizens from states other than the states Defendant is a citizen of.

16. This Court has personal jurisdiction over Defendant because the Defendant regularly conducts business in California, has sufficient minimum contacts with California, and otherwise intentionally avails itself of the laws and markets of California through the promotion, sale, marketing, and distribution of its products and services in California.

17. Venue is proper in this District by virtue of 28 U.S.C. § 1391. Defendant regularly conducts business in this District and purposely avails itself of the markets of this District through the promotion, sale, marketing, and distribution of its products and services to residents in this District. In light of the foregoing, personal jurisdiction over Defendant is proper pursuant to 28 U.S.C. § 1391(c) if this District was considered a separate state.

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1 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2 18. Plaintiff purchased in-flight Internet service from Gogo on February
3 11, 2011, for \$39.95 in reliance on the representations on Gogo’s registration
4 website that he would be charged \$39.95 for a month of service. He was charged
5 for just one month of service for this purchase.

6 19. On August 7, 2011, Plaintiff again purchased in-flight Internet service
7 from Gogo for \$39.95 in reliance on the representations on Gogo’s registration
8 website that he would be charged \$39.95 for a month of service.

9 20. The service could be used for up to 30 days on any airline. After the
10 30 days ended on September 7, 2011, Gogo continued to bill Plaintiff’s credit card
11 \$39.95 every month until at least December 2012, even though Plaintiff did not use
12 the service. Gogo obtained no signature or affirmative authorization to charge for
13 recurring fees. Nor did Gogo send any form of communication to Plaintiff on a
14 monthly basis, as is customary with monthly bills, to notify him of the pending
15 charges that he would incur if he did not cancel his service.

16 21. Similarly, every other Class member purchased in-flight Internet
17 service from Gogo prior to December 31, 2012, using a registration website that
18 had representations about the monthly cost of the service but had no
19 representations about the recurring nature of charges for the service.

20 22. Defendant’s website currently indicates that the charge for “monthly”
21 service will be recurring, but it did not do so in 2011. When potential customers
22 registered for the service, the only representation regarding the price indicated the
23 price per month – e.g., “\$39.95 per month.”

24 23. In contrast to the prominent representations on Gogo’s registration
25 website regarding the price for the service, Defendant’s representations omitted
26 reference to the recurring nature of the charges.

27

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1 24. Nor did Plaintiff or the other Class members have to affirmatively
2 indicate approval for Gogo to charge recurring charges – for example, by
3 “checking a box” indicating their understanding that they would be charged every
4 month until they cancelled the service.

5 25. Indeed, Plaintiff and other Class members only received notice of the
6 recurring nature of the charges *after* registering for Gogo’s service.

7 **Plaintiff Was Harmed in the Identical Manner as the Class**

8 26. Plaintiff is in the same Class as all other customers of Gogo during the
9 relevant time period. Plaintiff inadvertently enrolled in a plan that recurrently
10 charged his credit card without any authorization or proper disclosure. Plaintiff
11 was never informed nor was he reimbursed for all of the recurring charges.

12 27. Plaintiff incurred charges for a service he did not use, nor would have
13 used for each month he was charged for the service. Plaintiff would never have
14 incurred these charges if Defendant had notified him of the payment scheme and
15 requested authorization to continuously bill his credit card.

16 **Gogo Benefits Greatly From Its Undisclosed And Unauthorized**
17 **Charges**

18 28. Gogo possesses a strong ulterior motive to charge its customers’ credit
19 and debit cards on a recurring basis because, upon information and belief, it
20 generates thousands, if not millions, of dollars in revenue for services that are not
21 redeemed.

22 29. Moreover, the in-flight Internet service is often used by executives
23 and business travelers who do not personally review company and work-related
24 expenses. For this reason, these charges may go undetected for months, or even
25 years, particularly given the obscure manner in which Defendant’s website
26 displays account information. Because Gogo’s customers may get charged
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1 indefinitely for their services, and because Gogo does not offer full refunds to
2 those who notice the fraudulent billing in time, the injury is substantial.

3 **CLASS ACTION ALLEGATIONS**

4 30. Plaintiff brings this action on behalf of himself and a proposed class
5 (the "Class") consisting of all others similarly situated. The Class Plaintiff seeks to
6 represent is defined as including all people residing in the United States who, at
7 any time between July 25, 2009, and December 31, 2012 (the "Class Period"),
8 incurred monthly fees for Gogo in-flight Internet service for months that the
9 customers did not use the service. Excluded from the Class are Defendant, any
10 entity in which Defendant has a controlling interest, any officers or directors of
11 Defendant, and the legal representatives, heirs, successors, and assigns of
12 Defendant.

13 31. Plaintiff also brings this action on behalf of a proposed subclass (the
14 "California Sub-Class") consisting of all other similarly situated California
15 residents. The California Sub-Class is defined as including all California residents
16 who, at any time between July 25, 2009, and December 31, 2012, incurred monthly
17 fees for Gogo in-flight Internet service for months that the customers did not use
18 the service. Excluded from the California Sub-Class are Defendant, any entity in
19 which Defendant has a controlling interest, any officers or directors of Defendant,
20 and the legal representatives, heirs, successors, and assigns of Defendant.

21 32. Plaintiff brings this action pursuant to Rule 23(b)(2) and (b)(3) of the
22 Federal Rules of Civil Procedure.

23 33. Numerosity of the Class; Fed. R. Civ. P. 23(a)(1): The size of the
24 Class is so large that joinder of all Class members is impracticable. Class members
25 number in the thousands. The precise number of Class members and their
26 addresses are unknown to Plaintiff but can be obtained from Defendant's records.
27

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1 Class members can be notified of the pendency of this action by mail,
2 supplemented by published notice if necessary.

3 34. Existence and Predominance of Common Questions of Fact and Law;
4 Fed. R. Civ. P. 23(a)(2), (b)(3): There are questions of law and fact common to the
5 Class. These questions predominate over any questions affecting only individual
6 Class members. These common legal and factual questions include:

- 7 a. whether Defendant’s practices described herein constituted
- 8 unlawful, unfair, or fraudulent business practices in violation of
- 9 California Civil Code § 1750 *et seq.* and/or California Business
- 10 and Professions Code § 17200 *et seq.*;
- 11 b. whether Defendant’s practices described herein constituted false
- 12 advertising in violation of California Civil Code § 1750 *et seq.*,
- 13 California Business and Professions Code § 17200 *et seq.*, and/or
- 14 California Business and Professions Code § 17500 *et seq.*; and
- 15 c. whether Defendant properly disclosed that monthly charges would
- 16 be recurring for its in-flight Internet service.

17 35. Typicality; Fed. R. Civ. P. 23(a)(3): Plaintiff’s claims are typical of
18 the Class because Plaintiff’s credit card had been charged without his knowledge
19 or prior authorization for an ongoing, recurring service of which he did not avail
20 himself.

21 36. Adequacy; Fed. R. Civ. P. 23(a)(4): Plaintiff is an adequate
22 representative of the Class because his interests do not conflict with the interests of
23 the Class. Plaintiff will prosecute this action vigorously and is highly motivated to
24 seek redress against Defendant on behalf of himself and all other Class members.
25 Plaintiff has selected counsel that is experienced in class actions. The interests of
26 the Class will be fairly and adequately protected by Plaintiff and his counsel.

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1 37. Superiority; Fed. R. Civ. P. 23(b)(3): The class action mechanism is
2 superior to other available means for the fair and efficient adjudication of this
3 controversy.
4 a. The damages suffered by individual Class members are small
5 compared to the burden and expense of individual prosecution of
6 the complex and extensive litigation needed to address Defendant's
7 conduct.
8 b. Further, it would be virtually impossible for the Class members
9 individually to redress effectively the wrongs done to them. Even
10 if Class members themselves could afford such individual
11 litigation, the court system could not. Individualized litigation
12 would unnecessarily increase the delay and expense to all parties
13 and to the court system and presents a potential for inconsistent or
14 contradictory rulings and judgments. By contrast, the class action
15 device presents far fewer management difficulties, allows the
16 hearing of claims which might otherwise go unaddressed because
17 of the relative expense of bringing individual lawsuits, and
18 provides the benefits of single adjudication, economies of scale,
19 and comprehensive supervision by a single court.
20 c. The prosecution of separate actions by the individual members of
21 the Class would create a risk of inconsistent or varying
22 adjudications with respect to individual Class members, which
23 would establish incompatible standards of conduct for Defendant.
24 d. The prosecution of separate actions by individual Class members
25 would create a risk of adjudications with respect to them which
26 would, as a practical matter, be dispositive of the interests of other
27 Class members not parties to the adjudications, or would

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1 substantively impair or impede their ability to protect their
2 interests.

3 e. Plaintiff is unaware of any other litigation or class action already
4 pending against Defendant for the conduct complained of herein.

5 38. **Notice** - Plaintiff and their counsel anticipate that notice to the
6 proposed class will be effectuated by through direct notice both through electronic
7 mail and U.S. mail.

8
9 **CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**

11 (Violation of California’s Consumers Legal Remedies Act,
12 Cal. Civ. Code § 1750 *et seq.*)
13 (on behalf of the California Sub-Class)

14 39. Plaintiff incorporates by reference and realleges all paragraphs
15 previously alleged herein.

16 40. Defendant provides “services” within the meaning of Cal. Civ. Code
17 §§ 1761(b) and 1770.

18 41. Defendant is a “person” within the meaning of Cal. Civ. Code §§
19 1761(c) and 1770.

20 42. Purchasers of Defendant’s service, including Plaintiff and the other
21 members of the California Sub-Class, are “consumers” within the meaning of Cal.
22 Civ. Code §§ 1761(d) and 1770.

23 43. Plaintiff and each and every purchase of Defendant’s service by
24 members of the California Sub-Class constituted a “transaction” within the
25 meaning of Cal. Civ. Code §§ 1761(e) and 1770.

26 44. The policies, acts, and practices of Defendant as described above were
27 intended to result in the sale of services to Plaintiff and members of the California

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1 Sub-Class. These actions violated, and continue to violate, the California
2 Consumers Legal Remedies Act in at least the following aspects:

- 3 a. in violation of Cal. Civ. Code § 1770(a)(4), Defendant made
4 deceptive representations in connection with the service in
5 question;
- 6 b. in violation of Cal. Civ. Code § 1770(a)(5), Defendant represented
7 that its service has characteristics, uses, or benefits which it did not
8 have;
- 9 c. in violation of Cal. Civ. Code § 1770(a)(9), Defendant advertised
10 its service with the intent not to sell it as advertised;
- 11 d. in violation of Cal. Civ. Code § 1770(a)(14), Defendant
12 represented that its service conferred or involved rights, remedies,
13 or obligations which it did not have, or which were prohibited by
14 law; and
- 15 e. in violation of Cal. Civ. Code § 1770(a)(19), Defendant attempted
16 to insert unconscionable provisions into contracts between it and
17 Plaintiff and between it and the other members of the California
18 Sub-Class.

19 45. Through its advertising and promotional materials, Gogo made
20 misrepresentations to consumers, and engaged in omissions, that were material to
21 all reasonable consumers who accessed, or contemplated accessing, Gogo's in-
22 flight Internet service. These and similar misrepresentations were broadly
23 disseminated to all members of the California Sub-Class in substantially the same
24 form via Gogo's website and other advertising and marketing materials.

25 46. Plaintiff and the other members of the California Sub-Class suffered
26 harm as a result of Defendant's misrepresentations and omissions, which caused
27 Plaintiff and the other members of the California Sub-Class to unwittingly lose

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1 funds. As a direct result of these transactions, Plaintiff and the other members of
2 the California Sub-Class Class have incurred monthly charges believed to amount
3 to over five million dollars in the aggregate.

4 47. In accordance with Cal. Civ. Code § 1782(a), Plaintiff, through his
5 undersigned counsel, sent a notice letter to Gogo via certified mail on Wednesday,
6 July 24, 2013, demanding, *inter alia*, that Gogo provide correction and remedy to
7 Plaintiff and all consumers similarly situated with regard to the practices alleged
8 herein to be in violation of § 1770.

9 48. Despite demand therefore, Defendant has failed to offer an
10 appropriate correction and remedy for each of the issues raised herein. Therefore,
11 Plaintiff brings this action pursuant to Cal. Civ. Code §§ 1780 and 1781 and seeks
12 restitution, and compensatory and punitive damages.

13 49. Furthermore, the above-described acts and practices committed by
14 Defendant are in violation of Cal. Civ. Code §§ 1780(b) and 3345, entitling
15 members of the California Sub-Class to damages and/or \$5,000 per person, to the
16 extent that such members are senior citizens within the meaning of Cal. Civ. Code
17 § 1761(f).

18 **SECOND CAUSE OF ACTION**

19 **(Violation of California’s Unfair Competition Law,**

20 **Cal. Bus. & Prof. Code § 17200 et seq.)**

21 **(on behalf of the California Sub-Class)**

22 50. Plaintiff incorporates by reference and realleges all paragraphs
23 previously alleged herein.

24 51. Defendant’s acts and practices as described herein constitute
25 unlawful, fraudulent, and/or unfair business acts and practices in that:

- 26 a. Defendant’s practices, as described herein, violated each of the
27 statutes set forth in this complaint;

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b. the justification for Defendant’s conduct was outweighed by the gravity of the consequences to Plaintiff and the other members of the California Sub-Class;

c. Defendant’s conduct was immoral, unethical, oppressive, unscrupulous, or substantially injurious to Plaintiff and the other members of the California Sub-Class; and/or

d. Defendant’s conduct, advertising, and written and oral promotional materials constituted fraudulent, untrue, or misleading advertising in that such conduct or advertising had a tendency to deceive Plaintiff and the other members of the California Sub-Class.

52. Such conduct violates Cal. Bus. & Prof. Code § 17200 *et seq.* (as well as other similar state unfair competition and unlawful business practices statutes).

53. Defendant’s unlawful, fraudulent, and/or unfair business acts and practices are described herein and include, but are not limited to, the following: (1) making or omitting materially false and misleading statements concerning Gogo’s in-flight Internet service and (2) causing increased harm to customers who register for in Gogo’s in-flight Internet service through all related fees, charges, and other expenses.

54. Plaintiff has suffered injury in fact and has lost money or property as a result of the unlawful, fraudulent, and/or unfair business acts described herein.

55. Pursuant to Cal. Bus. & Prof. Code §§ 17200, 17203, and 17204, Plaintiff seeks relief, on his behalf and on behalf of the California Sub-Class, as prayed for below.

THIRD CAUSE OF ACTION

**(False Advertising in violation of
California’s False Advertising Law, Cal. Bus. & Prof. Code § 17500 *et seq.*)
(on behalf of the California Sub-Class)**

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1 56. Plaintiff incorporates by reference and realleges all paragraphs
2 previously alleged herein.

3 57. Gogo's registration website, as well as Gogo's other written and oral
4 promotional materials and efforts constitute advertising disseminated by
5 Defendant, which advertising contained statements which are untrue and/or
6 misleading, or which omitted material information, and which are known, or by the
7 exercise of reasonable care should have been known, to be deceptive, untrue, or
8 misleading by Defendant in violation of Cal. Bus. & Prof. Code § 17500 *et seq.* (as
9 well as other similar state false advertising statutes).

10 58. Pursuant to Cal. Bus. & Prof. Code §§ 17200, 17203, 17204, and
11 17500, Plaintiff seeks relief, on his behalf and on behalf of the California Sub-
12 Class, as prayed for below.

13 **FOURTH CAUSE OF ACTION**

14 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

15 59. Plaintiff incorporates by reference and realleges all paragraphs
16 previously alleged herein.

17 60. Implicit within any agreement that Plaintiff and the other Class
18 members may have entered into with respect to the service described herein is a
19 covenant by Defendant to act in good faith and deal fairly with Plaintiff and the
20 other Class members.

21 61. Defendant breached this implied covenant of good faith and fair
22 dealing by intentionally, knowingly, willfully, unreasonably, recklessly, arbitrarily,
23 frivolously, and/or maliciously:

- 24 a. promoting Gogo's in-flight Internet service but omitting the
- 25 payment scheme from the materials available to customers at the
- 26 time of initial purchase;
- 27

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- 1 b. refusing to offer full refunds to customers who were charged on a
- 2 recurring basis without their authorization; and
- 3 c. for such other conduct to be disclosed in discovery.

4 62. As a result of Defendant’s conduct as described herein, Plaintiff and
5 the other Class members have suffered loss and damage.

6 **FIFTH CAUSE OF ACTION**

7 **(Violation of Various Consumer Protection Acts)**

8 63. Plaintiff incorporates by reference and realleges all paragraphs
9 previously alleged herein.

10 64. Plaintiff brings his statutory fraud claims pursuant to the substantially
11 similar Consumer Fraud Acts of all United States, all of which were enacted and
12 designed to protect consumers against unlawful, fraudulent, and/or unfair business
13 acts and practices. *See, e.g.,* Illinois’ Consumer Fraud and Deceptive Business
14 Practices Act, 815 Ill. Comp. Stat. 505/1 *et seq.* (the “Illinois Consumer Fraud
15 Act”).⁴

16 ⁴ *See also* Ala. Code § 8-19-1 *et seq.* (Alabama); Alaska Stat. § 45.50.471 *et seq.*
17 (Alaska); Ariz. Rev. Stat. Ann. § 44-1521 *et seq.* (Arizona); Ark. Code Ann. § 4-
18 88-101 *et seq.* (Arkansas); Colo. Rev. Stat. § 6-1-105 *et seq.* (Colorado); Conn.
19 Gen. Stat. § 42-110a (Connecticut); Del. Code Ann. Tit. 6, § 2511 *et seq.*
20 (Delaware); D.C. Code Ann. § 28-3901 *et seq.* (District of Columbia); Fla. Stat.
21 Ann, § 501.201 *et seq.* (Florida); Ga. Code Ann. § 10-1-390 *et seq.* (Georgia);
22 Haw. Rev. Stat. § 481A-1 *et seq.* and Haw. Rev. Stat. § 480-1 *et seq.* (Hawaii);
23 Idaho Code § 48-601 *et seq.* (Idaho); Kan. Stat. Ann § 50.623 *et seq.* (Kansas); Ky.
24 Rev. Stat. § 367.11.0 *et seq.* (Kentucky); La. Rev. Stat. Ann. § 51:1401 *et seq.*
25 (Louisiana); Me. Rev. Stat. Ann. Tit. 5, § 205-A *et seq.* (Maine); Md. Com. Law
26 Code Ann. § 13-101 *et seq.*, Md. Corn. Law Code Ann. § 13-301 *et seq.*, Md. Corn
27 Law Code Ann, § 13-408 *et seq.* (Maryland); Mass Gen. L. ch. 93A
(Massachusetts); Mich. Stat. Ann. § 445.901 *et seq.*, Mich. Stat. Ann. § 19.418(1)
et seq. (Michigan); Minn. Stat. § 325F.68 *et seq.*, Minn. Stat. § 8.31 (Minnesota);
Miss. Code Ann. § 75-24-3 *et seq.* (Mississippi); Mo. Rev. Stat. § 407.010 *et seq.*
(Missouri); Mont. Code Ann. § 30- 14-101 *et seq.* (Montana); Neb. Rev. Stat. § 59-
1601 *et seq.* (Nebraska); Nev. Rev. Stat. § 41.600 and Nev. Rev. Stat. § 598.0903

1 65. Section 2 of the Illinois Consumer Fraud Act provides, in pertinent
2 part:

3 Unfair methods of competition and unfair or deceptive
4 acts or practices, including but not limited to the use of or
5 employment of any deceptive, fraud, false pretense, false
6 promise, misrepresentation or the concealment,
7 suppression or omission of any material fact, with intent
8 that others rely upon the concealment, suppression or
9 omission of such material fact, or the use of employment
10 of any practice described in Section 2 of the "Uniform
11 Deceptive Trade Practices Act," approved August 5,
12 1965, in the conduct of any trade or commerce are
13 hereby declared unlawful whether any person has in fact
14 been misled, deceived or damaged thereby, In construing
15 this section consideration shall be given to the
16 interpretations of the Federal Trade Commission and the
17 federal courts relating to Section 5(a) of the Federal
18 Trade Commission Act.

19 815 Ill. Comp. Stat. 505/2 (footnotes omitted).

20 *et seq.* (Nevada); N.H. Rev. Stat. Ann. § 358:1 *et seq.* (New Hampshire); N.J. Rev.
21 Stat. § 56:8-1 *et seq.*, N.J. Rev. Stat. § 56:12-1 *et seq.* (New Jersey); N.M. Stat.
22 Ann. § 57-1.2-1 *et seq.* (New Mexico); N.Y. Gen. Bus. Law. § 349 *et seq.* (New
23 York); N.C. Gen. Stat. § 75-1 *et seq.* (North Carolina); N. D. Cent. Code § 51-15-
24 01 *et seq.* (North Dakota); Ohio Rev. Code Ann. § 1345.01 *et seq.* (Ohio); Okla.
25 Stat. Tit. 15, § 751 *et seq.* (Oklahoma); Ore. Rev. Stat. § 646.605 *et seq.* (Oregon);
26 Penn. Stat. § 201-1 *et seq.* (Pennsylvania); Laws of P. R. Ann. Tit. 10, § 259 *et seq.*
27 (Puerto Rico); R.I. Gen. Laws § 6-13.1:1 *et seq.* (Rhode Island); S.C. Code Ann.
39-5-10 *et seq.* (South Carolina); S.D. Codified Laws Ann. 37-24.1 *et seq.* (South
Dakota); Tenn. Code Ann. § 47-18-101 *et seq.* (Tennessee); Tex. Bus. & Comm.
Code Ann. § 17.41 *et seq.* (Texas); Vt. Stat. Ann. Tit. 9, § 2451 *et seq.* (Vermont);
Va. Code Ann. § 59.1-196 *et seq.* (Virginia); Wash. Rev. Code § 19.86.010 *et seq.*
(Washington); W.Va. Code § 46A-6-101 *et seq.* (West Virginia); and Wyo. Stat. §
40;12-101 *et seq.* (Wyoming). These consumer protection acts are modeled after
the FTC's consumer protection provisions and are collectively referred to herein,
along with Illinois' and California's consumer protection statutes, as the
"Consumer Acts."

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1 66. Plaintiff and the other members of the Class have standing to assert
2 claims under the Consumer Acts because they are consumers within the meaning
3 of the Consumer Acts and Defendant's practices were addressed to the market
4 generally and otherwise implicate consumer protection concerns. At all relevant
5 times, Defendant conducted "trade and commerce" within the meaning of the
6 Consumer Acts. *See, e.g.*, 815 Ill. Comp. Stat. 505/1(f).

7 67. Defendant has committed unlawful, fraudulent, and/or unfair business
8 acts and practices by engaging in the acts and practices alleged herein including,
9 but not limited to, failing to disclose that it would charge consumers for its in-flight
10 Internet service on a monthly basis until cancellation.

11 68. Defendant intended that Plaintiff and the other Class members would
12 rely on the unlawful, fraudulent, and/or unfair business acts and practices alleged
13 herein so that they would purchase Gogo's in-flight Internet service.

14 69. Defendant's actions, which were willful and wanton, constitute
15 intentional violations of the Consumer Acts.

16 70. Defendant's unlawful, fraudulent, and/or unfair business acts and
17 practices described herein are continuing in nature and are widespread practices.
18 Plaintiff and the other members of the Class have been damaged as a proximate
19 result of Defendant's course of conduct and its violations of the Consumer Acts
20 because they paid for a service that they did not intend to pay for and did not use,
21 and the fees they were charged for that service were not properly disclosed.

22 71. Plaintiff and Class members respectfully request an award of all
23 compensable damages, and attorneys' fees, costs, and expenses to be assessed
24 against Defendant, within the limits set forth by applicable law.

25 72. Therefore, Plaintiff prays for relief as set forth below.
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SIXTH CAUSE OF ACTION

(Unjust Enrichment)

73. Plaintiff incorporates by reference and realleges all paragraphs previously alleged herein.

74. By selling its in-flight Internet service through unfair and deceptive practices, Defendant has engaged in inequitable conduct and has received a benefit at the expense of consumers, including Plaintiff and the other Class members.

75. At the time of their purchase of the Gogo service, Plaintiff and the other Class members conferred a benefit – *i.e.*, money and substantial revenue – on Defendant.

76. For the reasons described herein, the profits and/or benefits obtained by Gogo through sales of its in-flight Internet service are to the detriment of Plaintiff and the other Class members and violate the fundamental principles of justice, equity, and good conscience.

77. Such benefits constitute unjust enrichment for Defendant, and it would be inequitable under the circumstances for it to retain the benefits received.

78. Therefore, Plaintiff prays for relief as set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on his own behalf and on behalf of the Class, prays for relief as follows:

A. for an order certifying the Class and the California Sub-Class and appointing Plaintiff and his counsel to represent the Class and the California Sub-Class;

B. for an order awarding Plaintiff and the other Class members actual and compensatory damages in an amount which will be proven at trial;

C. for an order awarding Plaintiff the Class restitution and/or disgorgement and other equitable relief as the Court deems proper;

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D. for an order awarding Plaintiff and the Class punitive damages as to the appropriate cause;

E. For an order awarding such other and further relief as this Court may deem just and proper.

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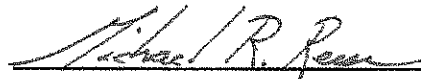
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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all claims set forth above.

Dated: September 17, 2013

Respectfully submitted,



Michael R. Reese
mreese@reeserichman.com
REESE RICHMAN LLP
875 Ave. of the Americas, 18th Flr.
New York, New York 10001
Telephone: (212) 643-0500
Facsimile: (212) 253-4272

Counsel for Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF ASSIGNMENT TO UNITED STATES JUDGES

This case has been assigned to District Judge Otis D. Wright II and the assigned Magistrate Judge is Charles F. Eick .

The case number on all documents filed with the Court should read as follows:

 2:13CV6899 ODW Ex

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge.

Clerk, U. S. District Court

September 18, 2013

Date

By J.Prado

Deputy Clerk

NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

Western Division
312 N. Spring Street, G-8
Los Angeles, CA 90012

Southern Division
411 West Fourth St., Ste 1053
Santa Ana, CA 92701

Eastern Division
3470 Twelfth Street, Room 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

KERRY WELSH, on behalf of himself and
all others similarly situated,

Plaintiff

v.

GOGO LLC

Defendant

) CV13-6899 ODW (Ex)
)
) Civil Action No.
)
)
)
)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Gogo LLC
c/o CT Corporation System
208 So. LaSalle St., Suite 814,
Chicago, Illinois 60604

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

REESE RICHMAN LLP
875 Avenue of Americas 1808
New York, NY 10001

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

SEP 18 2013

Date: _____

CLERK OF COURT
JULIE PRADO
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 12/09) Summons in a Civil Action (Page 2)

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I. (a) PLAINTIFFS (Check box if you are representing yourself)
KERRY WELSH, on behalf of himself and all others similarly situated

DEFENDANTS (Check box if you are representing yourself)
Gogo LLC

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)
Reese Richman LLP
875 Avenue of Americas 1808
New York, NY 10001

II. BASIS OF JURISDICTION (Place an X in one box only.)

1. U.S. Government Plaintiff 3. Federal Question (U.S. Government Not a Party)

2. U.S. Government Defendant 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

Citizen of This State	<input checked="" type="checkbox"/> PTF 1	<input type="checkbox"/> DEF 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> PTF 4	<input type="checkbox"/> DEF 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

1. Original Proceeding 2. Removed from State Court 3. Remanded from Appellate Court 4. Reinstated or Reopened 5. Transferred from Another District (Specify) 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: Yes No (Check "Yes" only if demanded in complaint.)

CLASS ACTION under F.R.Cv.P. 23: Yes No **MONEY DEMANDED IN COMPLAINT:** \$ _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
Violations of Cal. Civ. Code § 1750, et seq. (Consumer Legal Remedies Act), Cal. Bus. & Prof. Code § 17200, et seq. (Unfair Competition Law), and Cal. Bus. & Prof. Code § 17500, et seq (False Advertising Law) among other violations of California and other state law.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	TORTS	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input checked="" type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Employment Accommodations	<input type="checkbox"/> 740 Railway Labor Act	
			<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 790 Other Labor Litigation	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY: Case Number: CV 13-6899

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:	
	A PLAINTIFF?	A DEFENDANT?		
	Then check the box below for the county in which the majority of DEFENDANTS reside.	Then check the box below for the county in which the majority of PLAINTIFFS reside.		
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange		Southern
<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino	Eastern		
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western		

Question C: Location of plaintiffs, defendants, and claims?	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the initial division determined by Question A, B, or C above: →	Western

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? NO YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? NO YES

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply)
- A. Arise from the same or closely related transactions, happenings, or events; or
 - B. Call for determination of the same or substantially related or similar questions of law and fact; or
 - C. For other reasons would entail substantial duplication of labor if heard by different judges; or
 - D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT): Michael R. Ryan DATE: September 17, 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))